

**Question No. 1**

Have Mr. Ortiz and Mr. Rodriguez proved that they were employees of Tavaero?

Answer "Yes" or "No" for Mr. Ortiz: No

Answer "Yes" or "No" for Mr. Rodriguez: Yes

If your answer is "Yes" for Mr. Ortiz, answer Question No. 2. If your answer is "Yes" for Mr. Rodriguez, answer Question No. 3.

If your answer to both is "No," do not answer Questions No. 2 through 6. Proceed to Question No. 7.

**Question No. 2:**

Has Mr. Ortiz proved that Defendants failed to pay him the minimum wage required by law?

Answer "Yes" or "No." \_\_\_\_\_

**Question No. 3:**

Has Mr. Rodriguez proved that Defendants failed to pay him the minimum wage required by law?

Answer "Yes" or "No." No

If you answer "Yes" to Question No. 2, answer Question No. 4 as to Mr. Ortiz. If you answer "Yes" to Question No. 3, answer Question No. 4 as to Mr. Rodriguez.

If you answer "No" to Questions No. 2 and 3, do not answer Questions No. 4 through 6. Proceed to Question No. 7.

If you find that one or both Defendants violated the FLSA, then you must determine the amount of any damages. You should not conclude from the fact that I am instructing you on damages that I have any opinion as to whether Plaintiffs have proved liability.

The amount of damages is the difference between the amount Plaintiffs should have been paid and the amount they were actually paid.

**Question No. 4:**

Have Mr. Ortiz and Mr. Rodriguez proved that they are entitled to recover damages under the FLSA?

Answer "Yes" or "No" for each Plaintiff.

Mr. Ortiz: \_\_\_\_\_

Mr. Rodriguez: \_\_\_\_\_

If your answer is "Yes," as to either Plaintiff, answer the next question. If your answer is "No," do not answer the next question.

**Question No. 5:**

Have Plaintiffs proved that Defendants either knew its conduct was prohibited by the FLSA or showed reckless disregard for whether its conduct was prohibited by the FLSA?

Answer "Yes" or "No" for each Defendant.

Tavaero: \_\_\_\_\_

Mr. Venturini: \_\_\_\_\_

Ms. White: \_\_\_\_\_

**Question No. 6:**

What sum of money would fairly and reasonably compensate Plaintiffs for the damages, if any, you have found Defendants caused Plaintiffs? Answer in dollars and cents for the following items and no other:

Unpaid Wages

Mr. Ortiz: \$ \_\_\_\_\_

Mr. Rodriguez: \$ \_\_\_\_\_

**CATEGORY 2: STATE LAW CLAIMS**

**Question No. 7:**

Did Tavaero agree to pay Mr. Rodriguez for pilot services he performed for Tavaero's benefit?

Answer "Yes" or "No."

Tavaero: No

Answer the following question only if you answered "Yes" to Question No. 7. Otherwise, do not answer the following question.

**Question No. 8:**

Did Tavaero fail to pay Mr. Rodriguez for pilot services he performed for Tavaero's benefit?

Answer "Yes" or "No."

Tavaero: \_\_\_\_\_

Answer the following question only if you answered "Yes" to Question No. 8. Otherwise, do not answer the following question.

**Question No. 9:**

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Mr. Rodriguez for his damages, if any, that resulted from such failure to pay?

Consider the following elements of damages, if any, and none other.

Unpaid amounts owed pursuant the agreement described in Question 7.

Do not add any amount for interest on damages, if any.

Answer: \_\_\_\_\_

**Question No. 10:**

Did Tavaero agree to pay Sterling for pilot services it performed for Tavaero's benefit?

Answer "Yes" or "No."

Answer : No

Answer the following question only if you answered "Yes" to Question No. 10. Otherwise, do not answer the following question.

**Question No. 11:**

Did Tavaero fail to pay Sterling for pilot services it performed for Tavaero's benefit?

Answer "Yes" or "No."

Answer : \_\_\_\_\_

Answer the following question only if you answered "Yes" to Question No. 11. Otherwise, do not answer the following question.

**Question No. 12:**

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Sterling for its damages that resulted from such failure to pay?

Consider the following elements of damages, if any, and none other.

Unpaid amounts owed pursuant the agreement described in Question 10.

Do not add any amount for interest on damages, if any.

Answer: \_\_\_\_\_

**Question No. 13:**

Did Tavaero agree to pay Mr. Ortiz for consulting services?

Answer "Yes" or "No."

Tavaero: No

Answer the following question as to each Defendant only if you answered "Yes" to Question No. 13. Otherwise, do not answer the following question.

**Question No. 14:**

Did Defendants fail to pay Mr. Ortiz for consulting services?

Answer "Yes" or "No."

Tavaero: \_\_\_\_\_

Answer the following question only if you answered "Yes" to Question No. 14. Otherwise, do not answer the following question.

**Question No. 15:**

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Mr. Ortiz for his damages that resulted from such failure to comply?

Consider the following elements of damages, if any, and none other.

Unpaid amounts owed pursuant to the agreement described in Question 13.

Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

Answer: \_\_\_\_\_

**Question No. 16:**

Did Mr. Rodriguez perform compensable work for Tavaero for which he was not compensated?

One party performs compensable work if valuable services are rendered or materials furnished for another party who knowingly accepts and uses them and if the party accepting them should know that the performing party expects to be paid for the work.

Answer "Yes" or "No."

Answer : Yes

If your answer to Question 16 is "Yes," then answer the following question. Otherwise, do not answer the following question.

**Question No. 17:**

What is the reasonable value of such compensable work at the time and place it was performed?

Answer in dollars and cents, if any.

Answer: \$ 416.67

**Question No. 18:**

Did Mr. Ortiz or Sterling perform compensable work for Defendants for which they were not compensated?

One party performs compensable work if valuable services are rendered or materials furnished for another party who knowingly accepts and uses them and if the party accepting them should know that the performing party expects to be paid for the work.

Answer "Yes" or "No."

Ortiz: No

Sterling: Yes

If your answer to Question 18 is "Yes," then answer the following question. Otherwise, do not answer the following question.

**Question No. 19:**

What is the reasonable value of such compensable work at the time and place it was performed?

Answer in dollars and cents, if any.

Answer: \$ 2,800.00

3/2/2020

George C. Hankins Jr.

